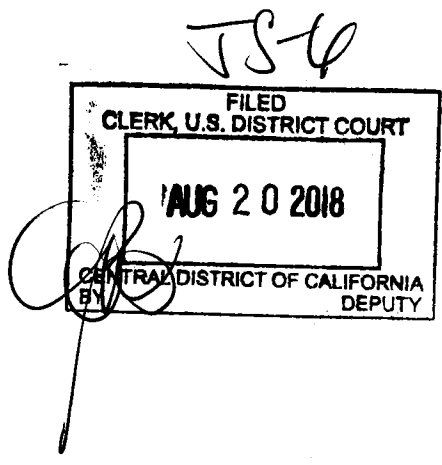


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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

REPET, INC., a California corporation,  
 Plaintiff,  
 v.  
 SHUBIN "VINCENT" ZHAO, an individual; and DOES 1-10, inclusive,  
 Defendants.

Case No. 5:15-cv-02315 VAP (SPx)

**FINAL JUDGMENT**

SHUBIN "VINCENT" ZHAO, an individual,  
 Counterclaimant,  
 vs.  
 REPET, INC., a California Corporation, and ROES 1-10,  
 Counterdefendants.

This action came on regularly for trial between June 12, 2018, and June 20, 2018, in Courtroom 8A of this United States District Court, the Honorable Virginia

1 A. Phillips presiding. The Plaintiff and Counterdefendant, Repet, Inc. (“Repet”),  
2 appeared by attorneys Anthony Dain, Brian Kennedy, and S. Michael Lee of  
3 Procopio, Cory, Hargreaves & Savitch LLP. Defendant and Counterclaimant, Shubin  
4 “Vincent” Zhao (“Zhao”), appeared by Brian Neach and Bilal Essayli of Pacheco &  
5 Neach P.C.

6 A jury of eight persons was regularly empaneled and sworn. Witnesses were  
7 sworn and testified, and documentary evidence was introduced and received into  
8 evidence. After hearing the evidence and arguments of counsel, the jury was duly  
9 instructed by the Court and the case was submitted to the jury. The jury deliberated  
10 and thereafter returned the following special verdict:

### 11 12 JURY VERDICT

13 We, the jury, unanimously agree to the answers to the following questions  
14 and return them under the instructions of this court as our verdict in this case:

#### 15 I. FINDINGS ON REPET INC.’S CLAIMS

16 **Question No. 1:** Did Repet, Inc. (“Repet”) prove by a preponderance of the  
17 evidence that Shubin “Vincent” Zhao (“Zhao”) is liable to Repet for **fraud**?

18 \_\_\_\_\_ Yes  No.

19 **Question No. 2:** Did Zhao prove by a preponderance of the evidence that  
20 Repet's claim of **fraud** is barred by the applicable statute of limitations?

21 \_\_\_\_\_ Yes \_\_\_\_\_ No

22 **Question No. 3:** Did Repet prove by a preponderance of the evidence that  
23 Zhao is liable to Repet for **intentional interference with contractual relations**?

24 \_\_\_\_\_ Yes  No

25 **Question No. 4:** Did Zhao prove by a preponderance of the evidence that  
26 Repet's claim of **intentional interference with contractual relations** is barred by  
27 the applicable statute of limitations?

28 \_\_\_\_\_ Yes \_\_\_\_\_ No

1           **Question No. 5:** Did Repet prove by a preponderance of the evidence that  
2 Zhao is liable to Repet for **breach of fiduciary duty**?

3                            Yes    No

4  
5           **Question No. 6:** Did Zhao prove by a preponderance of the evidence that  
6 Repet's claim of **breach of fiduciary duty** is barred by the applicable statute of  
7 limitations??

8                            Yes    No

9           **Question No. 7:** Did Repet prove by a preponderance of the evidence that  
10 Zhao is liable to Repet for **conversion**?

11                            Yes    No

12           **Question No. 8:** Did Zhao prove by a preponderance of the evidence that  
13 Repet's claim of **conversion** is barred by the applicable statute of limitations?

14                            Yes    No

15           **Question No. 9:** What is the total amount of Repet's damages caused by  
16 Zhao?

17                           MONETARY: \$ \$1,634,327

18                           SHARES OF REPET'S COMMON STOCK: 0

19                           OTHER: Toyota Camry Title

20           **Question No. 10:** Did Repet prove with clear and convincing evidence that  
21 Zhao engaged in malice, oppression, or fraud?

22                            Yes    No

23           **Question No. 11:** What are the punitive damages, if any, that you assess  
24 against Zhao?

25                           TOTAL: \$ \_\_\_\_\_

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1 **II. FINDINGS ON ZHAO'S COUNTERCLAIM**

2 **Question No. 12:** Did Zhao prove by a preponderance of the evidence that  
3 Repet is liable to Zhao for breach of an oral agreement for severance?

4 \_\_\_\_\_ Yes  X  No

5 **Question No. 13:** What is the total amount of Zhao's damages. caused by  
6 Repet?

7 TOTAL: \$ \_\_\_\_\_

8 *You have now reached the end of the verdict form and should review it to*  
9 *ensure it accurately reflects your unanimous determinations. The Presiding Juror*  
10 *should then sign and date the verdict form in the spaces below and notify the bailiff*  
11 *that you have reached a verdict. The Presiding Juror should retain possession of the*  
12 *verdict form and bring it when the jury is brought back into the courtroom.*

13 Dated:  6/20/2018  By:  /s/ [name redacted]   
14 Presiding Juror

15  
16 On February 9, 2018, the Court granted summary judgment in favor of  
17 Counterdefendant Repet, Inc. on Counterclaimant Shubin "Vincent" Zhao's claims  
18 of Breach of Contract and Money Had and Received.

19  
20 On June 11, 2018, the Court dismissed Plaintiff Repet, Inc.'s claim of Unjust  
21 Enrichment and Counterclaimant Shubin "Vincent" Zhao's claim of Indemnification.

22  
23 By reason of the verdict and Orders described above, **NOW THEREFORE,**  
24 **IT IS ORDERED, ADJUDGED AND DECREED** that:


- 25 1. Plaintiff Repet, Inc.'s claim of Unjust Enrichment is hereby dismissed with  
26 prejudice;
- 27 2. Counterclaimant Shubin "Vincent" Zhao's claim of Indemnification is  
28 hereby dismissed with prejudice;

- 1 3. Judgment is hereby entered in favor of Plaintiff Repet, Inc. against  
2 Defendant Shubin "Vincent" Zhao on the Complaint as to its claims of  
3 Breach of Fiduciary Duty and Conversion;
- 4 4. Judgment is hereby entered in favor of Defendant Shubin "Vincent" Zhao  
5 on Plaintiff Repet, Inc.'s claims of Fraud and Deceit and Intentional  
6 Interference with Contractual Relations;
- 7 5. Judgment is hereby entered in favor of Counterdefendant Repet, Inc. on  
8 Counterclaimant Shubin "Vincent" Zhao's claims of Breach of Oral  
9 Contract, Breach of Contract, and Money Had and Received;
- 10 6. Judgment is entered in favor of Repet, Inc. and against Defendant Shubin  
11 "Vincent" Zhao on the Complaint in the amount of \$1,634,327, along with  
12 the title to the Toyota Camry. Defendant Shubin "Vincent" Zhao is hereby  
13 ordered to deliver title the tile of the Toyota Camry to Repet, Inc., without  
14 any liens, claims, or other encumbrances, within 14 days of the date of this  
15 judgment.
- 16 7. Plaintiff Repet, Inc. is entitled to an award of pre-judgment interest on its  
17 judgment against Defendant Shubin "Vincent" Zhao pursuant to California  
18 Civil Code 3288 in the amount of \$437,238.43;
- 19 8. Plaintiff Repet, Inc. shall recover from Defendant Shubin "Vincent" Zhao  
20 Plaintiff its costs of suit incurred herein of to an award of \$\_\_\_\_\_
- 21 to be taxed by the Clerk of Court;
- 22 9. Plaintiff Repet, Inc. is also entitled to an award of post-judgment interest  
23 on the total amount of the judgment entered against Defendant Shubin  
24 "Vincent" Zhao, including pre-judgment interest, which shall accrue  
25 pursuant to 28 U.S.C. § 1961(a), from the date on which final judgment,  
26 with amendments, is entered until paid in full, together with costs as  
27 provided by law.
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**IT IS SO ORDERED AND ENTERED. JUDGMENT IS DEEMED  
ENTERED AS OF THE DATE SET FORTH BELOW.**

Dated: August 20, 2018



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Hon. Virginia A. Phillips  
Chief United States District Court Judge